

ESTTA Tracking number: **ESTTA987153**Filing date: **07/12/2019**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**Petition for Cancellation**

Notice is hereby given that the following parties has filed a petition to cancel the registration indicated below.

Petitioner Information

Name	Paisley Park Enterprises, Inc.		
Entity	Corporation	Citizenship	Minnesota
Address	7801 Audubon Road Chanhassen, MN 55317 UNITED STATES		

Name	The Estate of Prince Rogers Nelson by and through Comerica Bank & Trust, N.A., in its fiduciary capacity as the personal representative		
Entity	Estate	Citizenship	Minnesota
Address	7801 Audubon Road Chanhassen, MN 55317 UNITED STATES		

Attorney information	Cynthia A. Moyer Fredrikson & Byron, P.A. 200 South Sixth Street Suite 4000 Minneapolis, MN 55402 UNITED STATES ip@fredlaw.com, cmoyer@fredlaw.com, tdeutmeyer@fredlaw.com, awessberg@fredlaw.com 612.492.7167		
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Registration Subject to Cancellation

Registration No.	5272757	Registration date	08/22/2017
Registrant	Kotero, Patricia Apollonia 269 S. Beverly Dr. Suite 292 Beverly Hills, CA 90212 UNITED STATES Email: koteroentertainment@gmail.com		

Goods/Services Subject to Cancellation

Class 041. First Use: 1984/07/01 First Use In Commerce: 1984/07/01


All goods and services in the class are subject to cancellation, namely: Entertainment services in the nature of live visual and audio performances by Musical Group; Entertainment services in the nature of live visual and audio performances, namely, musical band, rock group, gymnastic, dance, and ballet performances; Entertainment services by a musical artist and producer, namely, musical composition for others and production of musical sound recordings; Entertainment services, namely, dance events by a recording artist; Entertainment, namely, live performances by a musical band; Entertainment, namely, live performances by rock groups; Live performances by a musical group; Presenta-

tion of musical performances; Production of musical sound recording; Production of sound and music video recordings

Grounds for Cancellation

Abandonment	Trademark Act Section 14(3)
Registrant not rightful owner of mark for identified goods or services	Trademark Act Sections 14(1) and 1
False suggestion of a connection with persons, living or dead, institutions, beliefs, or national symbols, or bring them into contempt, or disrepute	Trademark Act Sections 14(3) and 2(a)
Other	No bona fide intent to use at the time of filing

Mark Cited by Petitioner as Basis for Cancellation

U.S. Application No.	88145070	Application Date	10/05/2018
Registration Date	NONE	Foreign Priority Date	NONE
Word Mark	APOLLONIA 6		
Design Mark			
Description of Mark	NONE		
Goods/Services	Class 009. First use: First Use: 1984/10/01 First Use In Commerce: 1984/10/01 Musical sound recordings; musical videorecordings; audio and video recordings featuring music performances; downloadable digital audio and video files featuring musical performances; motion picture films featuring music and musical entertainment		

Attachments	88145070#TMSN.png(bytes) Prince.Apollonia 6 Petition to Cancel.pdf(153435 bytes) Prince.Apollonia 6 Cancellation Exhibit A-1.pdf(4154029 bytes) Prince.Apollonia 6 Cancellation Exhibit A-2.pdf(4718345 bytes) Prince.Apollonia 6 Cancellation Exhibit A-3.pdf(5088578 bytes) Prince.Apollonia 6 Cancellation Exhibit B.pdf(46269 bytes) Prince.Apollonia 6 Cancellation Exhibit C.pdf(113088 bytes)
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Signature	/Cynthia A. Moyer/
Name	Cynthia A. Moyer
Date	07/12/2019

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Paisley Park Enterprises, Inc.,
a Minnesota corporation, and
The Estate of Prince Rogers Nelson by
and through Comerica Bank & Trust,
N.A., in its fiduciary capacity as the
personal representative,

Cancellation Proceeding No. _____

In the matter of U.S. Reg. No. 5272757

For the mark: APOLLONIA 6

Petitioners,

v.

Patricia Apollonia Koteró, a/k/a
Apollonia Koteró,
an individual,

Registrant.

PETITION TO CANCEL

Petitioners Paisley Park Enterprises, Inc. (“PPE”), a Minnesota corporation, and the Estate of Prince Rogers Nelson by and through Comerica Bank & Trust, N.A., in its fiduciary capacity as the personal representative (the “Estate”) (together “Petitioners”) believe they will be damaged by the continued registration of the mark shown in U.S. Registration No. 5272757 (the “Registration”), in the name of Patricia Apollonia Koteró a/k/a Apollonia Koteró (“Registrant”), and therefore file this Petition to Cancel this Registration in its entirety. As grounds for cancellation, Petitioners state and allege as follows:

FACTUAL BACKGROUND AS TO PETITIONERS

1. Petitioner PPE is a Minnesota Corporation with an address of 7801 Audubon Road, Chanhassen, Minnesota 55317. Petitioner was incorporated in 1999 by the late Prince Rogers Nelson, the world-renowned musician and artist known simply as Prince (hereafter “Prince”).

The Estate is represented by and through the personal representative of the Estate, Comerica Bank & Trust, N.A. Petitioner PPE is currently wholly owned by the Estate and operated by the personal representative of the Estate.

2. Except for a handful of intellectual property assets unrelated to this matter, Petitioners are the owner of all intellectual property rights and all rights in the name and likeness of Prince, as well as those derived from the musical legacy of Prince.

3. Upon information and belief, in the early 1980s, PRN Music Corp. ("PRN Music"), a company owned and operated by Prince and the predecessor-in-interest to Petitioner PPE, created the musical group Apollonia 6, which featured Registrant as its lead singer.

4. In connection with the creation of Apollonia 6, PRN Music entered an agreement with Registrant that had an effective date of August 10, 1984, and which governed Registrant's use of and rights to the mark APOLLONIA 6 (the "Agreement"). Attached hereto as Exhibit A is a true and correct copy of the Agreement.

5. The Agreement makes clear that while Registrant retained the right to the "Apollonia" name, PRN Music (now Petitioner PPE) maintained sole and exclusive ownership of all rights in and to the mark APOLLONIA 6 (the "Mark"), providing in part as follows:

7. (a) The "Group Name" referred to in paragraph 21(a) of Exhibit "A" shall be deemed to be "Apollonia 6" herein.

21. (a) It is hereby understood and agreed that we created the professional name "Vanity 6" (hereinafter referred to as the "Group Name") and that we are the sole and exclusive owner of all rights in and to the Group Name; nevertheless, in the event you have or shall, at any time, have any rights or interest whatsoever in and to the Group Name, you hereby assign to us all such rights and interest; furthermore, you shall, upon our request, execute and deliver to us any such assignments in and to such rights and interests as we may deem necessary, and, you hereby irrevocably appoint us your attorney-in-fact for the purpose of executing such assignments in your name. We hereby grant to you the right during the term hereof to use the Group Name in connection with the Masters recorded by you hereunder and for promotional or publicity purposes in connection with the sale of phonograph records derived therefrom and any and all live concert appearances performed by you.

6. On October 5, 2018, Petitioner PPE filed an application, U.S. Application Serial No. 88145070 (the "Application"), for the APOLLONIA 6 Mark for use with the following goods: "Musical sound recordings; musical video recordings; audio and video recordings featuring music performances; downloadable digital audio and video files featuring musical performances; motion picture films featuring music and musical entertainment" in International Class 9. Attached hereto as Exhibit B is a printout of information from the United States Patent and Trademark Office ("USPTO") TSDR database showing the current status and title of the Application.

7. By Office Action issued by the Office on January 15, 2019, the USPTO Examining Attorney assigned to the Application issued an Office Action refusing registration of Applicant's Mark, citing Section 2(d) of the Trademark Act. The Examiner cited the Registration as one basis for the Section 2(d) refusal.

**FACTUAL BACKGROUND REGARDING
THE REGISTRATION AT ISSUE**

8. Upon information and belief, Registrant is a citizen of the United States with an address of 269 S. Beverly Dr., Suite 292, Beverly Hills, California 90212.

9. According to the on-line records of the USPTO, Registrant is the owner of record of the Registration for the mark APOLLONIA 6 (the “Registered Mark”) for use in connection with “Entertainment services in the nature of live visual and audio performances by Musical Group; Entertainment services in the nature of live visual and audio performances, namely, musical band, rock group, gymnastic, dance, and ballet performances; Entertainment services by a musical artist and producer, namely, musical composition for others and production of musical sound recordings; Entertainment services, namely, dance events by a recording artist; Entertainment, namely, live performances by a musical band; Entertainment, namely, live performances by rock groups; Live performances by a musical group; Presentation of musical performances; Production of musical sound recording; Production of sound and music video recordings” in International Class 41 (the “Registered Services”). The Registration issued on the Principal Register on August 22, 2017. Attached hereto as Exhibit C is a printout of the information from the USPTO TSDR database showing the current status and title of the Registration. Registrant claims a date of first use of July 1, 1984.

FIRST GROUND – ABANDONMENT

10. Petitioners incorporate all of the foregoing allegations as if fully restated herein.

11. Upon information and belief, to the extent the Registered Mark was ever used by Registrant, Registrant discontinued use of the Registered Mark in connection with the Registered Services with an intent not to resume such use.

12. As a result of Registrant’s failure to use the Registered Mark with an intent not to resume

use, the Registered Mark that is the subject of the Registration has become abandoned for purposes of Section 45 of the Trademark Act.

13. The Registered Mark should be cancelled in its entirety on this basis.

**SECOND GROUND – NO BONA FIDE INTENT TO
USE THE MARK AT THE TIME OF FILING**

14. Petitioners incorporate all of the foregoing allegations as if fully restated herein.

15. On information and belief, at the time Registrant filed her application, she did not have a bona fide intent to use the Registered Mark in the United States in connection with the Registered Services, nor has she used the Registered Mark in connection with the Registered Services.

16. The Registered Mark should be cancelled in its entirety on this basis.

**THIRD GROUND – REGISTRANT IS NOT THE OWNER OF
THE MARK SUCH THAT THE APPLICATION WAS *VOID AB INITIO***

17. Petitioners incorporate all of the foregoing allegations as if fully restated herein.

18. Upon information and belief, Registrant's claim to ownership of the Registered Mark stems from her work as a member of and lead singer for the musical group Apollonia 6 in the 1980s as described above.

19. As set forth in the Agreement, quoted above, which Registrant signed, Registrant agreed she did not have any right to any intellectual property resulting from her membership in the Apollonia 6 group except as expressly provided for in the Agreement.

20. As such, Registrant is not the rightful owner of the Registered Mark and Registrant's application to register the Registered Mark was *void ab initio* and should be cancelled in its entirety on that basis.

FOURTH GROUND – FALSE SUGGESTION OF AN ASSOCIATION WITH PRINCE AND PETITIONERS

21. Petitioners incorporate all of the foregoing allegations as if fully restated herein.

22. Prince is and has been enormously famous and world renowned for many years and the Mark APOLLONIA 6 is directly associated with Petitioners and Prince because Prince, through PRN Music, created the group and it appeared in the motion picture “Purple Rain.”

Consequently, Petitioners have the sole right to control the use of the APOLLONIA 6 Mark.

23. The APPOLONIA 6 Mark clearly and directly points to Petitioners and Prince, and the consuming public views APPOLONIA 6 as identifying Prince and Petitioners.

24. Registrant’s Registered Mark is identical to Petitioner PPE’s APPOLONIA 6 Mark. As such, Registrant’s Registered Mark unmistakably points to Prince and Petitioners. Neither Prince nor Petitioners is associated with or connected with any of the services sold by Registrant (if any), under the Registered Mark. Yet the fame and reputation of Petitioners and Prince is of such a nature that a connection with Petitioners and Prince is presumed when Registrant’s Registered Mark is used with Registrant’s services.

25. The continued registration of Registrant’s Registered Mark will falsely suggest a connection, association, or sponsorship with Petitioners and/or Prince. Consumers will erroneously believe that Registrant’s services are licensed or sponsored by, or otherwise connected, affiliated, or associated with Petitioners and/or Prince.

26. The Registered Mark should be cancelled in its entirety on this basis.

DAMAGE TO PETITIONERS

27. If Registrant is allowed to maintain the Registration herein sought to be cancelled, its use will falsely suggest a connection or association with Prince and/or Petitioners and Petitioner PPE may be refused registration of its Mark that is the subject of the Application, thereby causing

damage and injury to Petitioners. As a result, Petitioners have standing to file this Petition for Cancellation.

WHEREFORE, Petitioners respectfully request that the Cancellation be sustained in favor of Petitioners, and that the Trademark Trial and Appeal Board order the cancellation of U.S. Reg. No. 5272757 in its entirety.

Dated: July 12, 2019

/Cynthia A. Moyer/
Cynthia A. Moyer
Lora Friedemann
Tracy L. Deutmeyer
Fredrikson & Byron, P.A.
200 South Sixth Street
Suite 4000
Minneapolis, MN 55402
(612) 492-7000
ip@fredlaw.com
cmoyer@fredlaw.com
lfriedemann@fredlaw.com
tdeutmeyer@fredlaw.com

ATTORNEYS FOR PETITIONERS

67106908.1

PRN MUSIC CORP.
c/o Fred Moultrie Accountancy Corp.
P.O. Box 5270
Beverly Hills, California 90210

Dated as of Januar

ORIGINAL -
signed by
Apollonia

Brenda Bennett
[REDACTED]

Patty Kotero
p/k/a Apollonia
[REDACTED]

Susan Moonsie
[REDACTED]

Ladies:

The following shall constitute your and our agreement with respect to your recording for us during the term of this contract master recordings embodying your performances (hereinafter sometimes referred individually by the term "Master" and collectively by the term "Masters"):

1. Except as provided to the contrary hereinbelow, your agreement with us with respect to Masters to be recorded by you hereunder shall be on the same terms and conditions as are contained in that certain recording agreement attached hereto as Exhibit "A" and incorporated by reference herein (hereinafter referred to as "Exhibit 'A'"). Further, except as provided to the contrary herein, all terms used herein shall have the same meaning as the terms used in Exhibit "A."

2. The term of this contract shall commence as of the date hereof and shall continue for a period ending the earlier of (a) seven (7) years from the date hereof or (b) six (6) months subsequent to the initial release in the United States of the seventh "LP" (hereinafter defined), unless earlier terminated pursuant to the terms and conditions of Exhibit "A." As used herein, the term "LP" shall mean sufficient Masters to constitute one (1) 12-inch, 33-1/3 rpm long-playing record, of no less than thirty-five (35) and no more than forty (40) minutes in duration.

We hereby acknowledge delivery of satisfactory masters sufficient to constitute the first LP required to be delivered by you hereunder.

3. During the term hereof, you shall record for us, [REDACTED]

4. In lieu of the rates set forth in paragraph 6(a) and in the schedule set forth in paragraph 22 of Exhibit "A," [REDACTED]

SCHEDULE

5. The schedule set forth in paragraph 23 of Exhibit "A" is hereby deleted and in its place shall be the schedule set forth hereinbelow:

SCHEDULE

6. The following shall be deemed substituted for paragraph 10(a) specified in Exhibit "A":

"(a) During the term of this contract, you shall not enter into any agreement or make any commitment which would interfere with your performance of any of the terms and provisions hereof nor shall you perform or render any services for the purposes of making phonograph records or master recordings for any

person, firm or corporation other than us. After the expiration or termination of the term of this contract, you shall not prior to the later of the following dates perform for any person, firm or corporation other than us, for the purpose of making phonograph records or master recordings, any selection which shall have been recorded hereunder: (i) the date five (5) years subsequent to the date on which such selection shall have been last recorded hereunder, or (ii) the date two (2) years subsequent to the expiration or termination of the term of this contract (such later date in respect of any such selection being hereinafter sometimes referred to as the 'Restriction Date')."

7. (a) The "Group Name" referred to in paragraph 21(a) of Exhibit "A" shall be deemed to be "Apollonia 6" herein.

(b) We hereby grant to Patti Koteri ("Koteri") the right during the term hereof to use the name "Apollonia" as her professional name; provided, however, that Koteri's such use of the name "Apollonia" shall be expressly subject to the terms and provisions of paragraph 21 of Exhibit "A", as modified herein.

(c) Notwithstanding anything to the contrary contained herein, after the expiration or termination of the term hereof, Koteri shall have the right to own and use the name "Apollonia" as her professional name in any and all media; provided, however, Koteri shall not use or authorize or permit any other person, firm or corporation to use the name "Apollonia" in connection with any device now or hereafter known embodying sound alone or sound synchronized with or accompanied by visual images or any other device whatsoever in such a way as may create public confusion with respect to our use of the name "Apollonia 6."

(d) The last sentence of paragraph 21(b) of Exhibit "A" is hereby deleted and substituted in its place shall be the following:

"We shall pay to you, [REDACTED]

[REDACTED]

(e) Notwithstanding anything to the contrary contained in paragraph 21(b) of Exhibit "A":

(i) We shall not have the right, without your prior written consent, to enter into an agreement with a third party in connection with the merchandising rights granted by you to us hereunder and under Exhibit "A" which agreement pertains, in addition to such merchandising rights granted by you to us, to merchandising rights in connection with the name, likeness, photograph or portrait or any artist or performer other than you.

(ii) In the event that we shall directly manufacture, distribute and sell (rather than licensing any such rights to third parties) any products or services embodying your individual names, photographs, likenesses or portraits in any manner whatsoever in connection with our exercise of the merchandising rights granted to us hereunder and under Exhibit "A," the royalty payable to you therefor [REDACTED]

8. (a) Reference is made to that certain master recording embodying the duet performance of Koterō and the performing artist professionally known as "Prince" of the musical composition presently entitled "Take Me With You" (the "Duet Master") embodied on the soundtrack album (the "Soundtrack LP") from the motion picture presently entitled "Purple Rain." You acknowledge that Distributor [REDACTED]

(b) You and we hereby agree that the Duet Master shall be deemed to be a Master produced hereunder and

shall be subject to the terms and provisions hereunder applicable to Masters produced hereunder, except as provided to the contrary hereinbelow:

(i) Solely for the purposes of the Duet Master, your Base Rate under subparagraph 6(a) of Exhibit "A" shall be [REDACTED]

(ii) Solely for the purposes of the Duet Master, subparagraph 6(c) of Exhibit "A" shall be deleted and substituted in its place shall be the following:

[REDACTED]

(iii) Solely in connection with the Duet Master, subparagraph 6(g)(ii) of Exhibit "A" shall have no force or effect.

(iv) The Duet Master shall not apply toward your recording commitment hereunder.

(v) Notwithstanding anything to the contrary contained herein or in Exhibit "A," we shall not have the right to recoup from royalties payable by us to you in respect of the Duet Master [REDACTED]

9. Notwithstanding anything to the contrary contained in paragraphs 20(c)(ii) and 20(c)(iii) of Exhibit "A," in the event that any individual member of your group shall mutually decide with us that such individual member shall record and deliver to us one or more long-playing record albums embodying the solo performances of any such individual member (a "Solo LP" herein): (a) the royalty rate pursuant to subparagraph 6(a) of Exhibit "A" with respect to any such

Solo LP shall be deemed to be the

10. Notwithstanding anything to the contrary contained in Exhibit "A" or that certain agreement between Brenda Bennett, Susan Moonsie and Denise Matthews ("Vanity 6") and us, dated June 1, 1982 (the "Vanity Agreement"): (a) you and we agree that any and all royalties

** 11. See below.

If the foregoing correctly reflects your understanding and agreement with us, please so indicate by signing in the space provided below.

Very truly yours,

PRN MUSIC CORP.

By [Signature]

AGREED AND ACCEPTED:

BRENDA BENNETT

SUSAN MOONSIE

PATTY KOTERO
p/k/a APOLLONIA

**11. Notwithstanding anything to the contrary contained herein or in Exhibit "A" you shall be entitled to the benefits of the rights granted to us by the Distributor under paragraph 11(g) of the Distribution Agreement. (a copy of which is annexed hereto as Exhibit "B"), subject to the terms and conditions thereof.

JEG69D-12

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08/10/84

EXHIBIT "A"

RECORDING AGREEMENT

PRN MUSIC CORP.
c/o Fred Moultrie Accountancy, Corp.
P.O. Box 5270
Beverly Hills, California 90210

Dated as of January 21, 1984

Brenda Bennett
[REDACTED]

Patti Koterio p/k/a "Apollonia"
[REDACTED]

Susan Moonsie
[REDACTED]

Ladies:

The following shall constitute your and our agreement with respect to your recording for us during the term of this contract master recordings embodying your performances (hereinafter sometimes referred to individually by the term "Master" and collectively by the term "Masters"):

1. (a) The term of this contract shall commence as of the date hereof and shall continue for a period ending the earlier of (i) seven (7) years from the date hereof or (ii) six (6) months subsequent to the initial release in the United States of the tenth "LP" (as that term is defined in paragraph 2 below), unless earlier terminated pursuant to the terms and conditions hereof.

(b) You acknowledge that we, among other things, are a record production company and are not engaged in the distribution of records, except that we contract, sell and license our master recordings to record companies who act as distributors. You further acknowledge that we intend to enter into an agreement with such a record company (hereinafter "Distributor") for the manufacture, sale, distribution and/or licensing of the masters to be recorded by you hereunder (hereinafter "Distribution Agreement").

Notwithstanding anything contained herein to the contrary, in the event that we fail to enter into a Distribution Agreement within one (1) year from the date hereof, you may notify us, in writing, by certified or registered mail, return receipt requested, within thirty (30) days after the end of such one (1) year period, of your desire to elect that this contract be terminated. In the event you shall so notify us within said thirty (30) day period, this contract shall terminate and in the event you fail to so notify us within such thirty (30) day period, this contract shall remain in full force and effect. Notwithstanding anything to the contrary contained herein, we shall have the right to elect, upon written notice to you, to terminate this contract at any time. For the purpose of this agreement, we shall be deemed to have entered into a Distribution Agreement if such agreement has been executed by us and said Distributor, or if we are able to furnish to you evidence that we have reached agreement with a proposed Distributor on the so-called major "deal points," provided that formal agreements are executed within a reasonable time thereafter.

(c) You agree to execute all documents necessary or desirable to effectuate the intention of this agreement, including without limitation so-called "inducement letters," provided that such documents are consistent with the terms hereof, and you hereby irrevocably appoint us your attorney-in-fact for the purpose of executing such documents in your name.

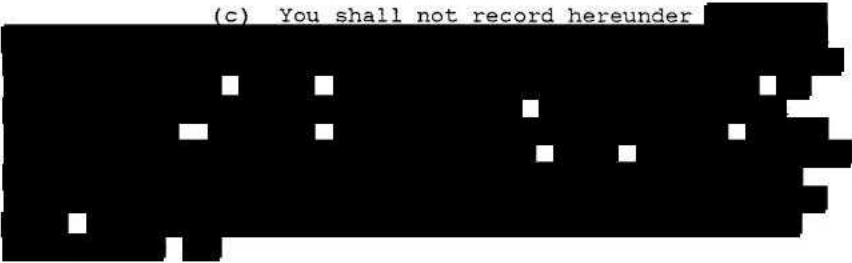
2. (a) During the term hereof you shall record for us, at a minimum, [REDACTED]

The Masters which you are required to record hereunder in accordance with the foregoing are hereinafter sometimes referred to collectively as "your recording commitment."

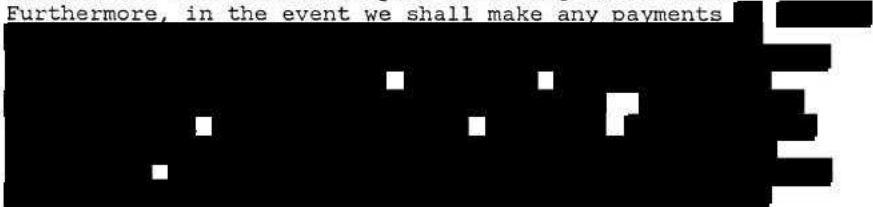
(b) Each Master shall embody your performance as the sole featured artist of a single musical composition previously unrecorded by you and shall be recorded in its entirety at a recording studio or studios. Accordingly, but without limiting the generality of the foregoing, no Masters shall be recorded in whole or in part at live concerts or other live performances. You shall record the Masters hereunder upon such dates and at such locations as

shall be designated by us upon reasonable notice to you, subject to your availability due to prior professional commitments. The musical compositions or other selections which shall be embodied in the Masters, the individual producer of the Masters, and all other individuals rendering services in connection with the recording of the Masters shall be mutually designated by you and us; provided, however, in the event of a dispute with respect to any such designation, our good faith decision shall control. Each Master shall be subject to our approval as commercially and technically satisfactory for the manufacture and sale of phonograph records, and, upon our request, you shall re-record any musical composition or other selection until a Master commercially and technically satisfactory to us shall have been obtained.

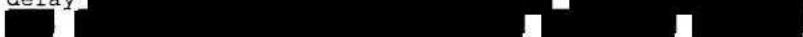
(c) You shall not record hereunder



(d) Any master recordings which are not recorded or delivered in all respects in accordance with the material terms and provisions hereof shall not, unless we otherwise consent in writing, apply toward the fulfillment of your recording commitment. Notwithstanding the foregoing, in the event we shall commercially release on phonograph records any master recordings which are not recorded and delivered in all respects in accordance with the terms and provisions hereof, such master recordings shall nevertheless apply towards the fulfillment of your recording commitment. Furthermore, in the event we shall make any payments



(e) In the event you shall for any reason whatsoever (other than for any reason beyond your control) delay



[REDACTED]

3. (a) No recording sessions shall be commenced hereunder nor shall any commitments be made or costs incurred in connection therewith unless and until a proposed recording budget for the Masters to be recorded at such sessions shall have been submitted in writing by the individual producer of the Masters and approved in writing by one of our officers. We shall not be responsible for any payments [REDACTED]

[REDACTED]

(b) You shall cooperate with us in the preparation, completion and compilation of all union contract forms and report forms for recording sessions hereunder, all bills pertaining to such recording sessions and all necessary payroll forms (including, without limitation, all necessary W-4 and other withholding tax forms) pertaining to such recording sessions so that we may submit the same in accordance with all applicable union requirements and so that we shall be able to make all payroll payments without penalty for late payment.

(c) We shall make all [REDACTED]

[REDACTED]

[REDACTED]

(d) You shall cooperate with us to cause the individual producer to deliver to us, for each Master,

[REDACTED]

(e) Each LP to be recorded by you during the term hereof shall be delivered to us within four (4) months after our request therefor.

(f) We shall be solely responsible for and shall pay

[REDACTED]

*(other
than
Prince
Roger
Nelson)

4. All master recordings recorded by you during the term hereof, from the inception of the recording thereof, and all phonograph records and other reproductions made therefrom, together with the performances embodied therein and all copyrights therein and thereto, and all renewals and *provided however that all advances or fees, if any, payable by us to any such producer other than Prince Rogers Nelson, shall be

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subject to your approval which you shall not unreasonably withhold.

[REDACTED]

extensions thereof, shall be entirely our or our designee's property, free of any claims whatsoever by you or any other person, firm, or corporation. We or our designee shall, accordingly, have the sole and exclusive right to copyright such master recordings, phonograph records, or other reproductions, in our name, as the owner and author thereof, and to secure any and all renewals and extensions of such copyrights (it being understood that for such purposes you and all other persons rendering services in connection with such master recordings shall be our or our designee's employees for hire). Nevertheless, you shall, upon our request, execute and deliver to us any assignments of copyright (including renewals and extensions thereof) in and to such master recordings as we may deem necessary, and you hereby irrevocably appoint us your attorney-in-fact for the purpose of executing such assignments in your name. Without limitation of any of the foregoing, we and/or our designees shall have the exclusive worldwide right in perpetuity to manufacture, sell, distribute, and advertise phonograph records or other reproductions (visual and non-visual embodying such master recordings, to lease, license, convey or otherwise use or dispose of such master recordings by any method now or hereafter known, in any field of use, to release phonograph records or other reproductions embodying such master recordings under any trademarks, trade-names, or labels, to perform such phonograph records or other reproductions publicly, and to permit the public performance thereof by radio or television broadcast, or any other method now or hereafter known, all upon such terms and conditions as we may approve, and to permit any other person, firm, or corporation to do any or all of the foregoing or we may refrain from doing any or all of the foregoing.

5. (a) We and our designee shall have the worldwide right in perpetuity to use and to permit others to use your name (both legal and professional, and whether presently or hereafter used by you), likeness, other identification, and biographical material concerning you, in connection with the master recordings recorded by you during the term hereof, for purposes of trade, and otherwise without restriction, in connection with such master recordings, the phonograph records derived therefrom, and our record business and, subject to paragraph 21(b) hereof, any and all products or services. We or our designee shall have the further right to refer to you during the term hereof by your legal or professional name as our or our designee's exclusive recording artist and you shall in your activities in the entertainment field use all reasonable efforts to be billed and advertised during the term hereof as our or our designee's exclusive recording artist. The rights granted to us pursuant to this paragraph with respect to your name, likeness, other identification and biographical material concerning you shall be exclusive

during the term hereof and non-exclusive thereafter. Accordingly, but without limiting the generality of the foregoing, you shall not during the term hereof authorize or permit any person, firm, or corporation other than us to use your legal or professional name or your likeness in connection with the advertising or sale of phonograph records or, subject to paragraph 21(b) hereof, other products or services.

(b) We shall make available to you for your inspection at our offices in Los Angeles, California photographs and biographies of you which we desire to use in connection with our exploitation during the term hereof of phonograph records hereunder in the United States. You shall have the right to approve the same, it being understood that you shall not unreasonably withhold such approval. You shall be deemed to have approved (i) any such photographs or biographies if you shall fail to submit to us in writing your specific objections thereto within seven (7) business days after we have notified you of their availability for your inspection, and (ii) any photographs or biographies submitted by you to us.

6. Conditioned upon your full and faithful performance of all of the material terms and provisions hereof, you shall be paid [REDACTED]

(a) In respect of each LP Retail Record (hereinafter defined), we shall pay [REDACTED]

[REDACTED]

(b) Your Base Rate

[REDACTED]

(c) Notwithstanding the foregoing, the royalty rate

[REDACTED]

(d) Without limiting the generality of anything contained in this contract, you shall not be paid

[REDACTED]

(e) Records distributed in the United States by the Distributor's affiliated branch wholesalers shall be deemed sold for the purposes of this contract only if sold by any such affiliated branch wholesaler to one of its independent third party customers.

(f) Notwithstanding anything to the contrary contained herein, royalties shall be computed

[REDACTED]

[REDACTED]

(g) Notwithstanding any of the foregoing:

(i)

[REDACTED]

(ii)

[REDACTED]

7. (a) Statements as to royalties payable here-
under

[REDACTED]

(b) No royalties shall be payable to you in
respect

[REDACTED]

licensees shall be deemed to have occurred [REDACTED]

(c) Royalties in respect of the sale of records outside of the United States shall be computed [REDACTED]

(d) You shall be deemed to have consented to all royalty statements and all other accountings rendered by us hereunder [REDACTED]

(e) (i) We shall maintain books of account concerning the sale of phonograph records hereunder. You, or a certified public accountant, in your behalf, may, at your sole expense, examine our said books relating to the sale of records hereunder (but excluding any of our books or records relating to the manufacture of records hereunder) solely for the purpose of verifying the accuracy thereof, only during our normal business hours and upon reasonable written notice. Our such books relating to any particular royalty statement may be examined as aforesaid only within two (2) years after the date rendered and we shall have no obligation to permit you to so examine our such books relating to any particular royalty statement more than once. The rights hereinabove granted to you shall constitute your sole and exclusive rights to examine our books and records.

(ii) In the event that we shall not, prior to thirty three (33) months after the rendering of a particular royalty statement under the Distribution Agreement

[REDACTED]

(f) All monies paid to you

[REDACTED]

(g) We shall have the right to deduct

[REDACTED]

8. (a) Each selection recorded in any Master hereunder which is written or composed by you, in whole or in part, alone or in collaboration with others, or which is owned or controlled, in whole or in part, directly or indirectly, by you or any person, firm or corporation in which you have a direct or an indirect interest is hereinafter referred to as a "Controlled Composition." Notwithstanding the foregoing, with respect to any "Controlled Composition" which is co-written by you with another individual or individuals (other than Prince Rogers Nelson ["Prince"]) ("Third Party Writers"), if the "Third Party Portion" (as hereinafter defined), is not owned or controlled, in whole or in part, directly or indirectly, by you, Prince, us or any person owned or controlled by you, Prince or us or in which you, Prince

[REDACTED]

[REDACTED]

(i) The copyright rate for each Controlled Composition shall be [REDACTED]

(ii) Notwithstanding the foregoing, the maximum aggregate copyright royalty rate payable by us or our Distributor in respect of any Single Record hereunder, regardless of the number of selections contained therein, shall be [REDACTED]

[REDACTED]

[REDACTED]

(iii) No copyright royalties shall be payable [REDACTED]

[REDACTED]

(iv) Any assignment made of the ownership or copyrights in or the rights to license or administer the use of any Controlled Compositions shall be subject to the terms and provisions hereof.

(b) In the event you shall, for any reason, designate or furnish to us the selection embodied in any Master hereunder, you shall cause to be issued to us mechanical licenses for each such selection recorded in any Master hereunder which is not a Controlled Composition (herein referred to as a "Non-Controlled Composition"); provided, however, nothing contained in this sentence shall be construed as a waiver of our rights to designate the selections embodied in the Masters hereunder pursuant to paragraph 2(b) hereof. Such mechanical licenses shall be issued

[REDACTED]

9. You hereby warrant, represent and agree that:

(a) You are under no disability, restriction or prohibition, whether contractual or otherwise, with respect to your right to execute this contract, to grant the rights granted by you to us hereunder, to perform each and every term and provision hereof, and to record each and every selection recorded by you hereunder. In this regard, you specifically warrant and represent that no selection recorded by you hereunder is or shall be subject to any re-recording or other restrictions pursuant to any other agreement to

which you are or have been party or by which you are otherwise bound.

(b) During the term of this contract you shall become and remain a member in good standing of any appropriate labor union or unions with which we may at any time have an agreement lawfully requiring such union membership.

(c) No Controlled Compositions nor any other selections, materials, ideas or other properties furnished or selected by you and embodied or contained in or used in connection with the Masters or the packaging or advertising for phonograph records hereunder will violate or infringe upon any common law or statutory right of any person, firm or corporation, including, without limitation, contractual rights, copyrights and rights of privacy.

10. (a) During the term of this contract, you shall not enter into any agreement or make any commitment which would interfere with your performance of any of the terms and provisions hereof nor shall you perform or render any services for the purposes of making phonograph records or master recordings for any person, firm or corporation other than us. Specifically, but without limiting the generality of the foregoing, you shall not enter into any agreement or make any commitment in connection with any performance or appearance by you with respect to television, motion pictures or any other allied entertainment field which would interfere with your recording commitment hereunder or your obligation to undertake personal appearance tours pursuant to paragraph 15 hereof. You hereby agree and acknowledge and it is the essence of this contract that you shall be available to provide your services hereunder at such reasonable times and locations as required by the provisions hereof, and that during any particular period of time during which you are required to provide your services hereunder, you shall not, without our prior written consent, render any services to any third party. Accordingly, in the event you shall desire to render any services with respect to television, motion pictures or any other allied entertainment field to any third party, you shall notify us in writing of (i) the nature of the project in which you desire to render any such services, (ii) the dates, times and locations that you desire to render such services, and (iii) the person(s), firm(s) or corporation(s) who shall own, control or produce any such project. If in our good faith judgment, your rendering such services shall interfere with your performance of any of the terms and provisions hereof, we shall have the right to disapprove of your rendering such services. We shall notify you, within a reasonable time after our receipt of your such notice to us, of our specific objections to your rendering

any such services. Except as otherwise provided hereinabove, we shall have no other rights with respect to your right to render any services to any third party with respect to television, motion pictures or any other allied entertainment field. After the expiration or termination of the term of this contract, you shall not prior to the later of the following dates perform for any person, firm or corporation other than us, for the purpose of making phonograph records or master recordings, any selection which shall have been recorded hereunder: (i) the date five (5) years subsequent to the date on which such selection shall have been last recorded hereunder, or (ii) the date two (2) years subsequent to the expiration or termination of the term of this contract (such later date in respect of any such selection being hereinafter sometimes referred to as the "Restriction Date").

(b) You shall not at any time manufacture, distribute or sell or authorize or knowingly permit the manufacture, distribution or sale by any person, firm or corporation other than us of phonograph records embodying (i) any performance rendered by you during the term of this contract or (ii) any performance rendered by you after the expiration or termination of the term of this contract of a selection recorded hereunder if such performance shall have been rendered prior to the Restriction Date applicable thereto. Furthermore, you shall not record or authorize or knowingly permit to be recorded for any purpose any such performance without in each case taking reasonable measures to prevent the manufacture, distribution or sale at any time by any person, firm or corporation other than us of phonograph records embodying such performance. Specifically, but without limiting the generality of the foregoing, if during the term of this contract you perform any selection for the purpose of making transcriptions for radio or television or soundtracks for motion pictures, or if, after the expiration or termination of the term of this contract, you perform for any such purpose any selection recorded hereunder prior to the Restriction Date applicable thereto, you will do so only pursuant to a written contract containing an express provision that neither such performance nor any recording thereof will be used directly or indirectly for the purpose of making phonograph records. Upon our request, you shall promptly deliver to us a copy of the pertinent provisions of each such contract and you shall cooperate fully with us in any controversy which may arise or litigation which may be instituted relating to our rights pursuant to this paragraph.

11. You expressly acknowledge that your services hereunder are of a special, unique and intellectual character which gives them peculiar value, and that in the event of a breach by you of any term, condition or covenant hereof, we will be caused irreparable injury. You expressly agree that

in the event you shall breach any provision of this contract, we shall be entitled to elect any and all remedies provided in such event by law or equity, in addition to any other rights or remedies available to us, and we shall have the right to recoup any damages incurred by us as a result of such breach from any monies which may be payable to you hereunder.

12. You hereby agree to and do hereby indemnify, save, and hold us harmless from any and all damages, liabilities, costs, losses and expenses (including legal costs and attorneys' fees) arising out of or connected with any claim, demand or action by a third party which is inconsistent with any of the warranties, representations or covenants made by you in this contract. You agree to reimburse us, on demand, for any payment made by us at any time with respect to any such damage, liability, cost, loss or expense to which the foregoing indemnity applies. Notwithstanding the foregoing, your obligation to so indemnify us shall arise only upon a final judgment, arbitration or settlement; provided, however, that with respect to any settlement which would result in your indemnifying us for a payment in excess of [REDACTED] such settlement shall be made only with your prior written consent, which consent you shall not unreasonably withhold; and provided, further, if you shall withhold approval of any settlement or compromise which we are willing to make, you shall thereupon deliver to us an indemnity or surety bond, in form satisfactory to us, which shall cover the amount of the claim and estimated legal costs, and if you shall fail to deliver such bond within five (5) business days, you shall be deemed to have approved of said settlement or compromise. We shall notify you of any such claim, demand or action promptly after we have been formally advised thereof. Pending the determination of any such claim, demand or action, we shall have the right, at our election, to withhold payment of any monies otherwise payable to you hereunder in amount reasonably related to such claim and our estimated reasonable attorneys' fees and expenses in connection therewith; provided, however, we shall not withhold any such monies for a period in excess of the statute of limitations if no claim is filed in a court of competent jurisdiction prior to the expiration of said statute of limitations period. You shall have the right to post a bond in form, amount and duration and with a bonding company reasonably satisfactory to us, and in the event you shall so post such a bond, we shall no longer withhold any monies hereunder in connection with the claim in respect of which such bond shall be posted.

13. We shall, provided you are not at any time in breach of this contract, or any part hereof, request you to

record at least one (1) LP within one (1) year after your completion of all of your services with respect to the previous LP recorded by you hereunder. In the event that we shall fail to request you to record an LP within such one (1) year period, your sole remedy shall be to notify us in writing, by certified or registered mail, return receipt requested, of such failure within forty-five (45) days after the end of the aforementioned one (1) year period, and of your desire that this contract be terminated if we do not, within sixty (60) days after our receipt of such notice from you, request you to record an LP. In the event we request an LP within said sixty (60) day period, we shall not be deemed in breach hereof and this contract shall remain in full force and effect. In the event we shall fail to request an LP within such sixty (60) day period, we shall have no liability whatsoever to you in connection therewith, and this contract shall terminate as of the end of such sixty (60) day period and you and we shall be relieved of any and all obligations hereunder except your and our respective obligations in respect to Masters recorded hereunder prior to such termination and except with respect to any warranties or representations made hereunder which survive the termination of the term hereof. Notwithstanding anything to the contrary contained herein, in the event we have a bona fide claim or action against, or legal dispute with the Distributor, we shall have the right, at our election, to suspend our obligations under this paragraph until such time as such claim, action or dispute shall have been finally resolved.

14. (a) We shall have the right, at our election, to suspend the running of the time periods of our obligations hereunder upon written notice to you if for any reason whatsoever your voice or your ability to perform as an instrumentalist shall become impaired or if you shall refuse, neglect, or be unable to comply with any of your obligations hereunder, or if as a result of an act of God, accident, fire, labor controversy, riot, civil commotion, act of public enemy, law, enactment, rule, order, or act of any government or governmental instrumentality, failure of technical facilities, failure or delay of transportation facilities, illness or incapacity, or other cause of a similar or dissimilar nature not reasonably within our control or which we could not by reasonable diligence have avoided, we are hampered in the recording of phonograph records or our normal business operations become commercially impractical. Such suspension shall be for the duration of any such event or contingency, and, unless we notify you to the contrary in writing, the time periods for our obligations hereunder and/or the time periods during which you or we have the right to notify the other as to any elections hereunder shall be automatically extended by such number of days as equal the total

number of days of any such suspension. During any such suspension you shall not render your services as a recording artist to any other person, firm or corporation. No such suspension shall exceed six (6) months unless caused by your breach, by your refusal, failure or inability to comply with any of your obligations hereunder, or by events affecting a significant portion of the recording industry.

(b) In the event your voice or your ability to perform as an instrumentalist shall become impaired or if you shall refuse, neglect or be unable to comply with any of your obligations hereunder, including, without limitation, your obligation to timely fulfill your recording commitment hereunder, then we shall have the right, at our election, in addition to any other rights or remedies which we may have in such event, (i) to terminate this contract upon written notice to you; or (ii) to suspend our obligations hereunder (including, without limitation, our obligations under paragraph 13 above) until such time as your failure shall be cured by you or excused by us. In the event of any termination of this contract by us pursuant to the terms hereof, you and we shall thereby be relieved of any and all obligations hereunder except your and our respective obligations with respect to Masters recorded hereunder prior to such termination and except with respect to any warranties or representations made hereunder which survive the termination of the term hereof. For the purposes of this subparagraph 14(b) only, you shall be deemed to have timely fulfilled your recording commitment for any LP recorded by you hereunder if all Masters comprising such LP, recorded in all respects in accordance with the material terms and provisions hereof, shall have been delivered to us hereunder prior to the expiration of the four (4) month period set forth in paragraph 3(e) hereof.

15. (a) During the term hereof, you shall prepare and maintain an act of professional quality and you shall be available to undertake personal appearance tours for a period of no less than two (2) months during each year during the term hereof. You shall undertake such personal appearance tours and you shall appear for any other live personal appearance on dates and locations designated by us upon reasonable notice to you, subject to your availability due to prior professional commitments. You shall, upon our request and subject to your reasonable availability, appear on dates and at film studios or other locations designated by us upon reasonable notice to you solely for the filming, taping or other permanent fixation of audio-visual reproductions of your performances of selections recorded hereunder (a "Video" herein). Notwithstanding the foregoing, in the event that we shall request you to appear at any such location which is more than one hundred (100) miles from your

domicile, solely for the purpose of filming any such Video, we shall pay or reimburse you for reasonable accommodation and transportation expenses (including any necessary coach-class airfare) actually paid or incurred by you in connection therewith, upon receipt by us of paid invoices or other satisfactory evidence of the payment thereof.

(b) We shall be the sole owner of all worldwide rights in and to each Video (including the worldwide copyrights therein and thereto) to the same extent that we own the Masters. We shall have the right, at our election, to utilize and permit others to utilize each Video subject to the terms and conditions set forth hereinbelow. In respect of any use by us or our Distributor or its licensees of any Video, we shall credit to your account hereunder an amount equal to one-half (1/2) of our Net Video Receipts (hereinafter defined). As used herein, the term "Net Video Receipts" shall mean: an amount equal to all monies paid to us or credited to our account under the Distribution Agreement by Distributor in connection with Distributor's use of such Video less an amount equal to (i) all amounts actually paid by us in connection with the production, distribution or exploitation of any such Video and (ii) any and all amounts paid or incurred by Distributor in connection with the production, distribution or exploitation of any such Video which are recoupable from monies payable to us under the Distribution Agreement.

16. We shall have the right, at our election, to assign and/or license any of our rights or obligations hereunder, in whole or in part, to any subsidiary, affiliated or related company, or to any person, firm or corporation owning or acquiring a substantial portion of our stock or assets, or to the Distributor and, to the extent of such assignment to the Distributor, we shall thereafter be relieved of our obligations hereunder. You shall have the right to assign your right to receive monies hereunder to not more than one (1) person at any particular time, upon written notice to us; provided, however, that any such assignee shall not be deemed to be a third party beneficiary of this agreement and shall not have any other rights hereunder, including, in particular, the right to audit our books and records hereunder. You shall also have the right, upon written notice to us, to assign this contract to any firm, corporation or company which is owned or controlled by you or of which you have a direct or indirect controlling interest, provide (a) that you shall have obtained our consent in writing to any such assignment of this contract, (b) that you shall provide us with a copy of such assignment, (c) that such assignee shall assume in writing all of your rights and obligations hereunder, (d) that such assignment shall not alter, impair or cause us to lose any of our rights hereunder, and (e) that you and such assignee shall execute such documents as we shall require to preserve our rights hereunder.

17. All notices to be given to you hereunder and all statements and payments to be sent to you hereunder shall be addressed to you at the address set forth on page 1 hereof or at such other address as you shall designate in writing from time to time. A courtesy copy of all such notices to be given to you shall be sent to Jacob Bloom, Esq., c/o Pollock, Bloom & Dekom, 9255 Sunset Boulevard, 10th floor, Los Angeles, CA 90069. All notices to be given to us hereunder shall be addressed to us at the address set forth on page 1 hereof or at such other address as we shall designate in writing from time to time. A courtesy copy of all such notices to be given to us shall be sent to L. Lee Phillips, Esq., Manatt, Phelps, Rothenberg & Tunney, 11355 West Olympic Boulevard, Los Angeles, CA 90064. All notices shall be in writing and shall either be served by personal delivery (to an officer of our company if to us), mail or telegraph, all charges prepaid. Except as otherwise provided herein, such notices shall be deemed given when personally delivered, mailed or delivered to a telegraph office, all charges prepaid, except that notices of change of address shall be effective only after the actual receipt thereof.

18. (a) This contract sets forth the entire understanding of the parties hereto relating to the subject matter hereof. No modification, amendment, waiver, termination or discharge of this contract or of any of the terms or provisions hereof shall be binding upon either of us unless confirmed by a written instrument signed by you and by a duly authorized officer of our company. No waiver by you or us of any term or provision of this contract or of any default hereunder shall affect your or our respective rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any provision of this contract shall be held void, voidable, invalid or inoperative, no other provision of this contract shall be affected as a result thereof, and, accordingly, the remaining provisions of this contract shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.

(c) A party hereto shall not be deemed to be in material breach of any of its obligations hereunder unless and until the other party shall have given such party specific written notice by certified or registered mail, return receipt requested, of the nature of such breach and such party shall have failed to cure such breach within fifteen (15) days after such party's receipt of such written notice; provided, however, that the foregoing right of cure shall not be applicable to any obligations hereunder which must be performed within

set, specific periods of time provided in this contract; except that with respect to our obligation to render accounting statements, payments based thereupon and payments for which this contract expressly provides a time or period of payment, we shall not be deemed in breach hereof unless we shall have failed to cure any such breach within fifteen (15) days after our receipt from you of written notice as provided herein. Nothing contained herein shall limit our right to obtain injunctive relief during any cure period for which this contract provides.

(d) Nothing herein contained shall constitute a partnership or a joint venture between you and us. Neither party hereto shall hold itself out contrary to the terms of this paragraph, and neither you nor we shall become liable for any representation, act or omission of the other contrary to the provisions hereof. This contract shall not be deemed to give any right or remedy to any third party whatsoever unless said right or remedy is specifically granted by us in writing to such third party.

(e) The provisions of any applicable collective bargaining agreement between us and any labor organization which are required by the terms of such agreement to be included in this contract shall be deemed incorporated herein as if such provisions were expressly set forth in this contract.

(f) In the event of any action, suit or proceeding arising from or based upon this contract brought by either party hereto against the other, the prevailing party shall be entitled to recover from the other its attorneys' fees in connection therewith in addition to the costs of such action, suit or proceeding.

(g) Except as otherwise provided in this contract, all rights and remedies herein or otherwise shall be cumulative and none of them shall be in limitation of any other right or remedy.

(h) This contract has been entered into in the State of California, and its validity, construction, interpretation and legal effect shall be governed by the laws of the State of California applicable to contracts entered into and performed entirely within the State of California.

(i) This contract shall not become effective until signed by you and countersigned by a duly authorized officer of our company.

19. As used in this contract the terms "record" or "phonograph record" shall mean any device, whether now

known or unknown, on or by which sound may be recorded for later transmission to listeners, whether embodying sound alone, or sound synchronized with or accompanied by visual images, including, without limitation, discs of any speed or size, reel-to-reel tapes, cartridges, cassettes, or other prerecorded tapes; the term "master recording" shall mean any original recording of sound, whether embodying sound alone or sound synchronized with or accompanied by visual images, which may be used in the recording, production and/or manufacture of phonograph records, together with any derivatives thereof (other than phonograph records); the term "selection" shall mean a single musical composition, medley, poem, story or similar work; the term "recording costs" shall mean those costs and expenses referred to in paragraph 3(c) hereof; the term "delivery to us", or words of similar connotation used in connection with master recordings or Masters shall mean delivery for mastering, to a studio or other facility designated or approved by us, of fully mixed, leadered, sequenced and equalized 15 i.p.s. two-track master tapes in proper form for the production of the parts necessary to manufacture phonograph records therefrom and delivery to us at our offices in Los Angeles, California, of all consents, approvals, copy information, credits and other material required by us to release phonograph records embodying such master recordings and to manufacture album covers or other packaging therefor; the term "mid-priced record line" shall mean a record line or label the records of which bear a suggested retail list price in the country in question in excess of [REDACTED]

[REDACTED] of the suggested retail list price in such country of top-line records on which recordings of the majority of our artists are initially released in such country; [REDACTED]

[REDACTED] in such country of top-line records on which recordings of the majority of our artists are initially released in such country; the term "net royalty" shall mean the gross royalty received by us from a licensee in respect of record sales, less an amount equal to any monies required to be paid by us in respect of such record sales in the form of contributions to the American Federation of Musicians Special Payments Trust Fund or Music Performance Trust Fund, or any similar fund, or in the form of mechanical royalties to the copyright proprietors (or their designees) of the musical compositions embodied in such records; the term "net sales" shall mean gross sales less returns and credits of any nature; and the term "net sales through normal distribution channels in the United States" [of an LP] shall refer to net sales in the United States of top-line records of the particular LP through

our or the Distributor's customary distributors for resale through record or other retail stores for which a royalty is payable hereunder. Notwithstanding anything to the contrary contained herein, in the event any term defined in this paragraph 19 shall be defined differently in the Distribution Agreement (the "Distribution Agreement Definition" herein), then any such Distribution Agreement Definition shall govern and the definition set forth in this paragraph 19 for any such term shall be inapplicable.

20. (a) The word "you" as used in this contract refers individually and collectively to the members of the group (whether presently or hereafter signatories to or otherwise bound by the terms and provisions of this contract) professionally known as Vanity 6, and consisting of the following individuals: (i) Brenda Bennett; (ii) Denise Matthews (a/k/a Denise Winter); and (iii) Susan Moonsie. All of the terms, conditions, warranties, representations, and obligations contained in this contract shall apply jointly and severally to each individual member of the group. A breach of any term or provision of this contract or a disaffirmance or attempted disaffirmance of this contract on the ground of minority by any member or members of the group shall, at our election, be deemed a breach by the entire group.

(b) In the event any individual member of the group shall, during the term hereof, cease to be an actively performing member of the group (any such individual being hereinafter sometimes referred to as a "Leaving Member"), you shall promptly give us written notice thereof by certified or registered mail, return receipt requested. You shall, at our election, designate a replacement member for such Leaving Member and we shall have the right to approve any such replacement member, which approval we shall have the right to withhold for any reason. You shall cause any such individual so approved by us as a replacement member to be bound by all of the terms and provisions of this contract, and you shall, upon our request, cause such individual to execute and deliver to us such documents as we may deem necessary or expedient to evidence such individual's agreement to be so bound. Pending such individual's execution and delivery to us of any such documents, we shall have no obligation to pay you any amounts which would otherwise be payable to you hereunder.

(c) We shall have the irrevocable option to utilize the exclusive recording services of any Leaving Member. Such option may be exercised by us by written notice given to such Leaving Member at your address hereunder no later than ninety (90) days after the date upon which we shall have received the written notice required to be served by you pursuant to subparagraph (b). If we shall so exercise

such option with respect to any such Leaving Member, such Leaving Member shall be deemed to have executed an exclusive recording contract with us pursuant to which such Leaving Member agrees to render her exclusive recording services to us on the same terms and provisions as are specified herein for the term of this contract, except as hereinafter provided:

(i) the term of our exclusive recording contract with such Leaving Member shall commence as of the date of our such written notice to her pursuant to subparagraph (c) above and shall continue for a period ending the earlier of (A) seven (7) years from the date hereof or (B) six (6) months subsequent to the initial release in the United States of the last LP we shall be entitled to request pursuant to such exclusive recording contract. We shall be entitled to request, under our exclusive recording contract, such Leaving Member to record, at a minimum, sufficient master recordings embodying such Leaving Member's performances ("L.M. Masters") to constitute one (1) LP and such additional L.M. Masters as we may request; provided, in no event shall such Leaving Member be required to record in excess of the difference between (A) the number of LPs recorded hereunder prior to our such written notice pursuant to subparagraph (c) above and (B) sufficient L.M. Masters to constitute eight (8) LPs;

(ii) the royalty rate pursuant to paragraph 6(a) hereof with respect to such Leaving Member shall be [REDACTED] and

(iii) paragraphs 22 and 23 hereof shall be deemed inapplicable and of no force and effect whatsoever with respect to any such Leaving Member.

At our request, any such Leaving Member shall execute and deliver to us any and all documents as we may deem necessary or expedient to evidence the foregoing, including, without limitation, an exclusive recording contract with us relating to her recording services. We shall have the right to recoup from any royalties payable under this paragraph and/or under such recording agreement in respect of such Leaving Member any unrecouped advances and charges under this contract.

(d) Notwithstanding any of the foregoing, in the event any member of the group shall be a Leaving Member or in the event the group shall completely disband, we shall have the right, at our election, in addition to all of our other rights or remedies which we may have in such event, to terminate this contract by written notice to you and you and we shall thereby be relieved of any and all obligations hereunder except your and our respective obligations with respect to Masters recorded hereunder prior to such termination. In the event we elect to so terminate this contract, subparagraph

(c) above shall be deemed applicable to each member of the group as if each such member were a Leaving Member.

(e) In the event any member of the group shall become a Leaving Member but we do not exercise our option as provided in this paragraph with respect to such Leaving Member, such Leaving Member shall not have the right thereafter during the term hereof to use any professional name utilized by the group (including, without limitation, the Group Name) or any name similar thereto, or to prevent, prohibit or interfere with our and your use of the Group Name or any other professional name utilized by the group.

21. (a) It is hereby understood and agreed that we created the professional name "Vanity 6" (hereinafter referred to as the "Group Name") and that we are the sole and exclusive owner of all rights in and to the Group Name; nevertheless, in the event you have or shall, at any time, have any rights or interest whatsoever in and to the Group Name, you hereby assign to us all such rights and interest; furthermore, you shall, upon our request, execute and deliver to us any such assignments in and to such rights and interests as we may deem necessary, and, you hereby irrevocably appoint us your attorney-in-fact for the purpose of executing such assignments in your name. We hereby grant to you the right during the term hereof to use the Group Name in connection with the Masters recorded by you hereunder and for promotional or publicity purposes in connection with the sale of phonograph records derived therefrom and any and all live concert appearances performed by you.

(b) You hereby grant to us the exclusive merchandising rights for all products and services during the term hereof and your individual names (both legal and professional) (it being understood that we own all rights in and to the Group Name as aforesaid), photograph, likeness and portrait in any manner whatsoever in connection with our exercise of the merchandising rights granted to us hereunder. Notwithstanding the foregoing, you shall have the right, upon written notice to us, to permit others to exercise merchandising rights in and to your individual names (both legal and professional), photograph, likeness and portrait solely as they relate to characters played by you solely in connection with television or motion picture projects in which you shall render services; provided that such grant of such merchandising rights by you is an essential condition of your employment in any such television or motion picture projects; and provided, further, that you promptly deliver to us a copy of the pertinent provisions of all employment contracts pursuant to which you are required to grant such merchandising rights. We shall pay to you, in addition to any and all

monies payable by us to you hereunder, [REDACTED]

22. Each LP required to be recorded by you hereunder shall be recorded upon the same terms and conditions applicable to the first LP hereunder except as otherwise specified herein or in the schedule hereinbelow set forth:

Schedule

LP

Base Rate under ¶6(a)

[REDACTED]

[REDACTED]

23. Conditioned upon your full and faithful performance of all of the material terms and provisions hereof, we shall pay to you, as advances recoupable by us from any and all royalties payable by us to you hereunder, the following amounts:

SCHEDULE

LP

Advance

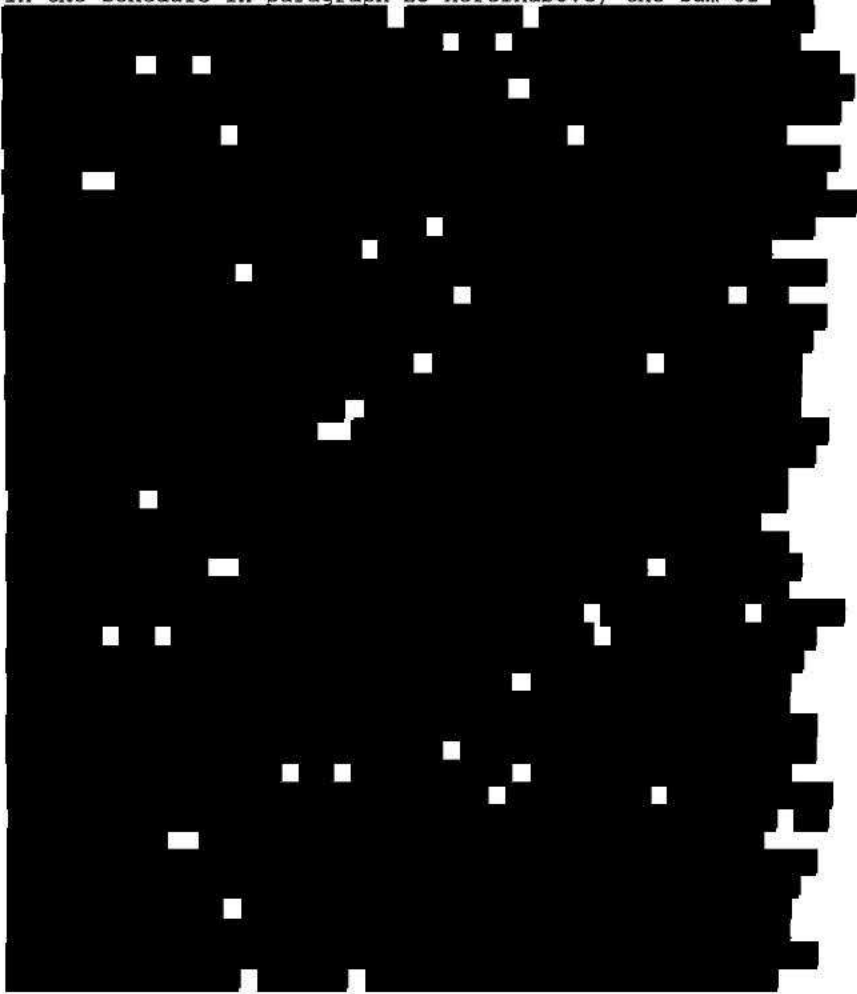
[REDACTED]

\$ [REDACTED]
\$ [REDACTED]
\$ [REDACTED]
\$ [REDACTED]
\$ [REDACTED]
\$ [REDACTED]
\$ [REDACTED]
\$ [REDACTED]
\$ [REDACTED]
\$ [REDACTED]

The applicable sums set forth in the schedule hereinabove shall be payable by us to you as follows: [REDACTED]

contract forms and report forms and all necessary payroll forms and receipted invoices and bills pertaining to the recording sessions for such Masters.

24. Notwithstanding anything to the contrary contained herein, conditioned upon your full and faithful performance of all of the material terms hereof, we guarantee that each of you shall receive, in addition to the sums set forth in the schedule in paragraph 23 hereinabove, the sum of



injunctive relief to prevent the breach of a contract in writing for the rendition of personal services.

If the foregoing correctly reflects your understanding and agreement with us, please so indicate by signing below.

Very truly yours,

PRN MUSIC CORP.

By: _____

AGREED AND ACCEPTED:

BRENDA BENNETT

PATTI KOTERO
(a/k/a "Apollonia")

SUSAN MOONSIE

EXHIBIT "B"

(g) Notwithstanding anything to the contrary contained herein, Company agrees that Artist shall have the right once during the term hereof to perform on no more than one (1) soundtrack album derived from a full-length theatrical or television (broadcast or cablecast) motion picture (such album being hereinafter referred to as a "Soundtrack Album") to be distributed by third parties ("Third Party Soundtrack Album"), provided that:

(i) Artist may only render such services, and such Third Party Soundtrack Album may only be released, if Producer is not at the time of performance or of release in breach of any of Producer's material obligations hereunder.

(ii) No Third Party Soundtrack Album shall be released until one hundred eighty (180) days after the delivery of the album to be delivered in satisfaction of the Recording Commitment for the second option period hereof.

(iii) Producer shall use its reasonable efforts to provide that the Third Party Soundtrack Album shall not be released sooner than six (6) months after the release of the latest album delivered to Company hereunder or sooner than three (3) months prior to the scheduled release date of the next album to be released hereunder; provided, however, that, subject to the restriction set forth in subpart (g)(ii) above, the failure of Producer to so restrict the release date of the Third Party Soundtrack Album shall not be deemed a breach of this agreement by Producer.

(iv) The Third Party Soundtrack Album must be advertised and marketed as a soundtrack album of the applicable motion picture and not as an album featuring the performances of Artist.

(v) Producer shall secure for Company the right to utilize any recording featuring the performance of Artist embodied on the Third Party Soundtrack Album on "Best of" and "Greatest Hits" albums hereunder.

(vi) No party distributing the Third Party Soundtrack Album shall have the right to release singles containing Artist's performances without the prior written consent of Company, which may be withheld for any reason.

(vii) In the event that Company distributes

any Soundtrack Album, such Soundtrack Album shall not be deemed to satisfy any part of Producer's Recording Commitment hereunder.

(viii) Artist shall not have the right to perform on more than one (1) master recording embodied on the Third Party Soundtrack Album.

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Mark: APOLLONIA 6

APOLLONIA 6

US Serial Number: 88145070

Application Filing Date: Oct. 05, 2018

Filed as TEAS RF: Yes

Currently TEAS RF: Yes

Register: Principal

Mark Type: Trademark

Status: A non-final Office action has been sent (issued) to the applicant. This is a letter from the examining attorney requiring additional information and/or making an initial refusal. The applicant must respond to this Office action. To view all documents in this file, click on the Trademark Document Retrieval link at the top of this page.

Status Date: Jan. 15, 2019

Mark Information

Mark Literal Elements: APOLLONIA 6

Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type: 4 - STANDARD CHARACTER MARK

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((..)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Musical sound recordings; musical video recordings; audio and video recordings featuring music performances; downloadable digital audio and video files featuring musical performances; motion picture films featuring music and musical entertainment

International Class(es): 009 - Primary Class

U.S Class(es): 021, 023, 026, 036, 038

Class Status: ACTIVE

Basis: 1(a)

First Use: Oct. 01, 1984

Use in Commerce: Oct. 01, 1984

Basis Information (Case Level)

Filed Use: Yes

Currently Use: Yes

Amended Use: No

Filed ITU: No

Currently ITU: No

Amended ITU: No

Filed 44D: No

Currently 44D: No

Amended 44D: No

Filed 44E: No

Currently 44E: No

Amended 44E: No

Filed 66A: No

Currently 66A: No

Filed No Basis: No

Currently No Basis: No

Current Owner(s) Information

Owner Name: Paisley Park Enterprises, Inc.

Owner Address: 7801 Audubon Road
Chanhassen, MINNESOTA 55317
UNITED STATES

Legal Entity Type: CORPORATION

State or Country Where Organized: MINNESOTA

Exhibit B

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Ann Dunn Wessberg

Attorney Primary Email Address: ip@fredlaw.com

Attorney Email Authorized: Yes

Correspondent

Correspondent Name/Address: ANN DUNN WESSBERG
FREDRIKSON & BYRON, P.A.
200 SOUTH SIXTH STREET
SUITE 4000
MINNEAPOLIS, MINNESOTA 55402
UNITED STATES

Phone: 612-492-7006

Fax: 612-492-7077

Correspondent e-mail: ip@fredlaw.com enewby@fredlaw.com

Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

Date	Description	Proceeding Number
Jan. 15, 2019	NOTIFICATION OF NON-FINAL ACTION E-MAILED	6325
Jan. 15, 2019	NON-FINAL ACTION E-MAILED	6325
Jan. 15, 2019	NON-FINAL ACTION WRITTEN	82423
Jan. 15, 2019	ASSIGNED TO EXAMINER	82423
Oct. 16, 2018	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM	
Oct. 09, 2018	NEW APPLICATION ENTERED IN TRAM	

TM Staff and Location Information

TM Staff Information

TM Attorney: BHANOT, KAPIL KUMAR

Law Office Assigned: LAW OFFICE 108

File Location

Current Location: TMEG LAW OFFICE 108 - EXAMINING ATTORNEY ASSIGNED

Date in Location: Jan. 15, 2019

Generated on: This page was generated by TSDR on 2019-07-12 12:13:10 EDT

Mark: APOLLONIA 6

Apollonia 6

US Serial Number: 87190761

Application Filing Date: Oct. 03, 2016

US Registration Number: 5272757

Registration Date: Aug. 22, 2017

Register: Principal

Mark Type: Service Mark

TM5 Common Status Descriptor:



LIVE/REGISTRATION/Issued and Active

The trademark application has been registered with the Office.

Status: Registered. The registration date is used to determine when post-registration maintenance documents are due.

Status Date: Aug. 22, 2017

Publication Date: Feb. 28, 2017

Notice of Allowance Date: Apr. 25, 2017

Mark Information

Mark Literal Elements: APOLLONIA 6

Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type: 4 - STANDARD CHARACTER MARK

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((.)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Entertainment services in the nature of live visual and audio performances by Musical Group; Entertainment services in the nature of live visual and audio performances, namely, musical band, rock group, gymnastic, dance, and ballet performances; Entertainment services by a musical artist and producer, namely, musical composition for others and production of musical sound recordings; Entertainment services, namely, dance events by a recording artist; Entertainment, namely, live performances by a musical band; Entertainment, namely, live performances by rock groups; Live performances by a musical group; Presentation of musical performances; Production of musical sound recording; Production of sound and music video recordings

International Class(es): 041 - Primary Class

U.S Class(es): 100, 101, 107

Class Status: ACTIVE

Basis: 1(a)

First Use: Jul. 01, 1984

Use in Commerce: Jul. 01, 1984

Basis Information (Case Level)

Filed Use: No

Currently Use: Yes

Filed ITU: Yes

Currently ITU: No

Filed 44D: No

Currently 44E: No

Filed 44E: No

Currently 66A: No

Filed 66A: No

Currently No Basis: No

Filed No Basis: No

Exhibit C

Current Owner(s) Information

Owner Name: Kotero, Patricia Apollonia

DBA, AKA, Formerly: AKA Apollonia Kotero

Owner Address: 269 S. Beverly Dr. Suite 292
Beverly Hills, CALIFORNIA UNITED STATES 90212

Legal Entity Type: INDIVIDUAL

Citizenship: UNITED STATES

Attorney/Correspondence Information

Attorney of Record - None

Correspondent

Correspondent Name/Address: KOTERO, PATRICIA A.
269 S. BEVERLY DR. SUITE 292
BEVERLY HILLS, CALIFORNIA UNITED STATES 90212
Phone: 3107214269

Domestic Representative - Not Found

Prosecution History

Date	Description	Proceeding Number
Aug. 22, 2017	REGISTERED-PRINCIPAL REGISTER	
Jul. 18, 2017	NOTICE OF ACCEPTANCE OF STATEMENT OF USE E-MAILED	
Jul. 17, 2017	ALLOWED PRINCIPAL REGISTER - SOU ACCEPTED	
Jul. 10, 2017	STATEMENT OF USE PROCESSING COMPLETE	74055
Jun. 12, 2017	USE AMENDMENT FILED	74055
Jul. 07, 2017	CASE ASSIGNED TO INTENT TO USE PARALEGAL	74055
Jun. 12, 2017	TEAS STATEMENT OF USE RECEIVED	
Apr. 25, 2017	NOA E-MAILED - SOU REQUIRED FROM APPLICANT	
Feb. 28, 2017	OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED	
Feb. 28, 2017	PUBLISHED FOR OPPOSITION	
Feb. 08, 2017	NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED	
Jan. 12, 2017	APPROVED FOR PUB - PRINCIPAL REGISTER	
Jan. 12, 2017	EXAMINER'S AMENDMENT ENTERED	88888
Jan. 12, 2017	NOTIFICATION OF EXAMINERS AMENDMENT E-MAILED	6328
Jan. 12, 2017	EXAMINERS AMENDMENT E-MAILED	6328
Jan. 12, 2017	EXAMINERS AMENDMENT -WRITTEN	91175
Jan. 11, 2017	ASSIGNED TO EXAMINER	91175
Oct. 07, 2016	NOTICE OF PSEUDO MARK E-MAILED	
Oct. 06, 2016	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM	
Oct. 06, 2016	NEW APPLICATION ENTERED IN TRAM	

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: PUBLICATION AND ISSUE SECTION

Date in Location: Jul. 17, 2017

United States of America

United States Patent and Trademark Office

Apollonia 6

Reg. No. 5,272,757

Registered Aug. 22, 2017

Int. Cl.: 41

Service Mark

Principal Register

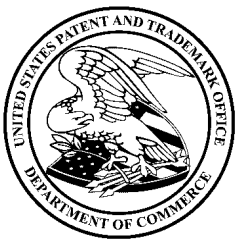
Kotero, Patricia Apollonia (UNITED STATES INDIVIDUAL), AKA Apollonia Kotero ,
269 S. Beverly Dr. Suite 292
Beverly Hills, CA 90212

CLASS 41: Entertainment services in the nature of live visual and audio performances by Musical Group; Entertainment services in the nature of live visual and audio performances, namely, musical band, rock group, gymnastic, dance, and ballet performances; Entertainment services by a musical artist and producer, namely, musical composition for others and production of musical sound recordings; Entertainment services, namely, dance events by a recording artist; Entertainment, namely, live performances by a musical band; Entertainment, namely, live performances by rock groups; Live performances by a musical group; Presentation of musical performances; Production of musical sound recording; Production of sound and music video recordings

FIRST USE 7-1-1984; IN COMMERCE 7-1-1984

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 87-190,761, FILED 10-03-2016
MEGA MAJCHER HARTNETT, EXAMINING ATTORNEY



Joseph Matol

Performing the Functions and Duties of the
Under Secretary of Commerce for
Intellectual Property and Director of the
United States Patent and Trademark Office

REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years*

What and When to File:

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.